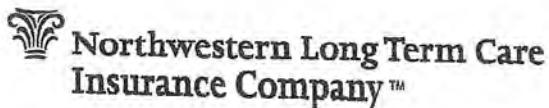


EXHIBIT A



**Northwestern Long Term Care
Insurance Company™**

A Northwestern Mutual Company
LTC P.O. Box 5709
Hopkins, MN 55343-5709
800 890 6704

LONG-TERM CARE INSURANCE OUTLINE OF COVERAGE FOR RS.LTC.(1101)

Guaranteed Renewable For Life

Caution: The issuance of this long-term care insurance policy is based upon your responses to the questions on your application. A copy of your application will be enclosed in the policy. If your answers are incorrect or untrue, the Company may have the right to deny benefits or rescind your policy. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact the Company at this address: P. O. Box 5709, Hopkins, Minnesota 55343-5709.

The policy is intended to be a **qualified** long-term care insurance contract under section 7702B(b) of the Internal Revenue Code of 1986.

(1) POLICY DESIGNATION

The policy is an individual policy of insurance.

(2) PURPOSE OF OUTLINE OF COVERAGE

This outline of coverage provides a very brief description of the important features of the policy. You should compare this outline of coverage to outlines of coverage for other policies available to you. This is not an insurance contract, but only a summary of coverage. Only the individual policy contains governing contractual provisions. This means that the policy sets forth in detail the rights and obligations of both you and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you **READ YOUR POLICY CAREFULLY!**

(3) TERMS UNDER WHICH THE POLICY MAY BE RETURNED AND PREMIUM REFUNDED

Right To Return Policy. The policy may be returned by the Insured for any reason within 30 days after it was received. Any premium paid will be fully refunded.

Premium Return At Death Or Cancellation. The Company will return that portion of any premium paid for a period beyond the date of the Insured's Death or beyond the date of cancellation by the Insured.

(4) THIS IS NOT MEDICARE SUPPLEMENT COVERAGE

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the insurance company. Neither the Northwestern Long Term Care Insurance Company nor its agents represent Medicare, the federal government or any state government.

(5) LONG-TERM CARE COVERAGE

Long-term care insurance is designed to provide coverage for one or more necessary or medically necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and maintenance or personal care services, provided in a setting other than an acute unit of a hospital, such as in a nursing home, in the community, or in the home. Coverage is provided for the benefits outlined in paragraph six of this subsection. The benefits described in paragraph six of this subsection may be limited by the limitations and exclusions in paragraph seven of this subsection.

The policy provides coverage in the form of a benefit for reimbursement for covered long-term care expenses, subject to policy limitations and waiting periods.

(6) BENEFITS PROVIDED BY THE POLICY

To be eligible for payment of benefits, the Company determines that a Licensed Health Care Practitioner has certified within the last 12 months that the Insured is chronically ill (has a Need for Long-Term Care), and qualified services are received from Appropriate Providers of Care. A Need for Long-Term Care means the Insured needs substantial assistance to perform two of the Activities of Daily Living for at least 90 days, or the Insured needs substantial supervision to protect the Insured from threats to health and safety due to a severe cognitive impairment. Substantial assistance means hands-on assistance and standby assistance. The Activities of Daily Living are:

- Bathing – Washing by sponge bath, or washing in either a tub or shower, including the task of getting into or out of the tub or shower;
- Continence – Ability to maintain control of bowel and bladder function or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag);
- Dressing – Putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs;
- Eating – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously;
- Toileting – Getting to and from the toilet, on and off the toilet, and performing associated personal hygiene; and
- Transferring – Sufficient mobility to move into or out of a bed, chair or wheelchair or to move from place to place, either via walking, a wheelchair or other means.

A severe cognitive impairment means a loss or deterioration in intellectual capacity that is comparable to and includes Alzheimer's disease and similar forms of irreversible dementia.

The amount of the Long-Term Care Benefit owed for each day is the smaller of: (1) 100% of the daily covered expense for the setting of care; and (2) the Daily Limit for the particular setting where care was received. Benefits begin on the Beginning Date. The total of benefits payable under the policy will not be greater than the Benefit Account Value.

The Daily Benefit will also be payable prior to the Beginning Date if the other requirements for benefits to be payable are met, and the Insured is receiving respite care. Respite care is care provided in one of the appropriate care settings and is intended to give temporary relief to the informal caregiver.

A benefit of five times the Nursing Home Daily Benefit will be available to pay for expenses to train an informal caregiver. This benefit is available prior to or after the Beginning Date.

The Company may apportion and pay dividends annually. Any dividends will be used to reduce future premiums.

(7) LIMITATIONS AND EXCLUSIONS

There will be no benefits for:

- a Need for Long-Term Care that is primarily due to substance abuse or dependency;
- care which is received outside the United States or Canada;
- care which is provided by an Immediate Family Member; unless the family member provides such care as an employee of a Home Health Care Agency;
- any care that may be payable under any federal, state or other governmental health care plan or law, except Medicaid. This limitation includes expenses incurred for Qualified Long-Term Care Services that would have been reimbursable under Medicare but for the application of a deductible or coinsurance amount, except expenses which are reimbursable under Medicare only as a secondary payor; or
- expenses that would normally be provided at no charge in the absence of insurance.

If benefits payable under the policy and any other coverage for long-term care are greater than actual expenses, the benefit payable may be adjusted.

THE POLICY MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG-TERM CARE NEEDS.

(8) RELATIONSHIP OF COST OF CARE AND BENEFITS

Because the costs of long-term care services will likely increase over time, you should consider whether and how the benefits of this plan may be adjusted. The benefit level will not increase over time without the purchase of an additional benefit. If elected, the Automatic Benefit Increase or the Automatic Additional Purchase Benefit listed in the Additional Benefits Available for Extra Premium section below may supplement the benefits provided by the basic policy. The guaranteed option to buy additional benefits is under the Additional Benefits section below. The additional benefit increases are made regardless of the Insured's health. Under ABI premiums will not increase due to the increase in coverage. Under AAPB, the premium will increase on each policy anniversary due to the increase in coverage. [These two benefits are also described below under Offer Of Inflation Protection.]

ADDITIONAL BENEFITS AVAILABLE FOR EXTRA PREMIUM

Additional benefits that you elected to be part of your policy are checked in the Benefits and Premiums section below.

• Survivorship Benefit

The Policy will become paid-up on the death of the Insured's Spouse. The Spouse must also have a long-term care policy with this benefit. Premiums will be due for the first seven years that this Benefit is in force if the Insured's Spouse dies during that time.

(9) TERMS UNDER WHICH THE POLICY MAY BE CONTINUED IN FORCE OR DISCONTINUED

RENEWABILITY: THE POLICY IS GUARANTEED RENEWABLE FOR LIFE

You have the right, subject to the terms of your policy, to continue the policy as long as you pay your premiums on time. The Northwestern Long Term Care Insurance Company cannot change any of the terms of your policy on its own, except that, in the future, IT MAY INCREASE THE PREMIUM YOU PAY. The Company has the right to change premiums on a class basis.

Waiver Of Premium Provisions. Premiums will be waived when there are 91 days on which Qualifying Expenses are incurred or the Beginning Date is met, whichever is sooner. If a premium is waived on a policy anniversary, an annual premium will be waived.

(10) ALZHEIMER'S DISEASE, OTHER ORGANIC BRAIN DISORDERS, AND BIOLOGICALLY BASED BRAIN DISEASES/SERIOUS MENTAL ILLNESS.

The policy does not exclude coverage for Insured's clinically diagnosed as having Alzheimer's disease or related degenerative and dementing diseases, or due to biologically based brain diseases/serious mental illness, including schizophrenia, paranoid and other psychotic disorders, bipolar disorders (mixed, manic, and depressive); major depressive disorders (single episode or recurrent); and schizo-affective disorders (bipolar or depressive).

(11) PREMIUM

Maximum Daily Limit

| | |
|---|----|
| NURSING HOME (PER DAY) | \$ |
| ALTERNATE LIVING FACILITIES (PER DAY) | \$ |
| HOME HEALTH OR ADULT DAY CARE (PER DAY) | \$ |

| |
|---|
| BEGINNING DATE (DAY OF QUALIFYING EXPENSES) |
| BENEFIT ACCOUNT VALUE |
| \$ |
| PREMIUM MODE |

Premium

BASIC POLICY \$ _____

ADDITIONAL BENEFITS:

Benefit Increases

Automatic Benefit Increase

OR

Automatic Additional Purchase Benefit

Paid-Up Nonforfeiture Benefit \$ _____

Survivorship Benefit \$ _____

TOTAL GROSS PREMIUM \$ _____

Right to Change Premium. The Company has the right to change premiums on a class basis.

Grace Period. A grace period of 65 days will be allowed for payment of a premium that is not paid on its due date. The policy will be in full force during this period.

The Company will give at least 30 days notice to the Insured and to the Secondary Addressee, if applicable, at the address provided by the Insured, before the effective date of the lapse. Notice will be given by first class United States mail, postage prepaid, and notice will not be given until 30 days after a premium is due and unpaid. Notice is considered to have been given as of five days after the date of mailing.

The policy will terminate at the end of the grace period if the premium is not paid. However, termination for non-payment of premium will not prejudice any payable claim for a covered loss which begins before termination of the policy.

(12) TEXAS DEPARTMENT OF INSURANCE CONSUMER HELP LINE

The prospective Insured may call the Texas Department of Insurance's Consumer Help Line at 1-800-252-3439 for agent, Company, and any other insurance information, and 1-800-599-SHOP to order publications related to long-term care coverage, and the Texas Department of Aging at 1-800-252-9240 to receive counseling regarding the purchase of long-term care or other health care coverage.

(13) DENIAL OF APPLICATION

Within 30 days of denial of an application, the Company will refund any premium paid by a long-term care applicant.

(14) OFFER OF INFLATION PROTECTION

Either of the following two additional benefits may be elected to provide inflation protection. If you elect on the of these benefits, the benefit is checked in the Benefits and Premium Section.

• Automatic Benefit Increase

The Company will annually increase the Maximum Daily Limits and the Benefit Account Value. Each increase will be based on an increase of 5% compounded annually. The premium is payable for the life of the policy. Premiums will not increase due to increase in coverage.

• Automatic Additional Purchase Benefit

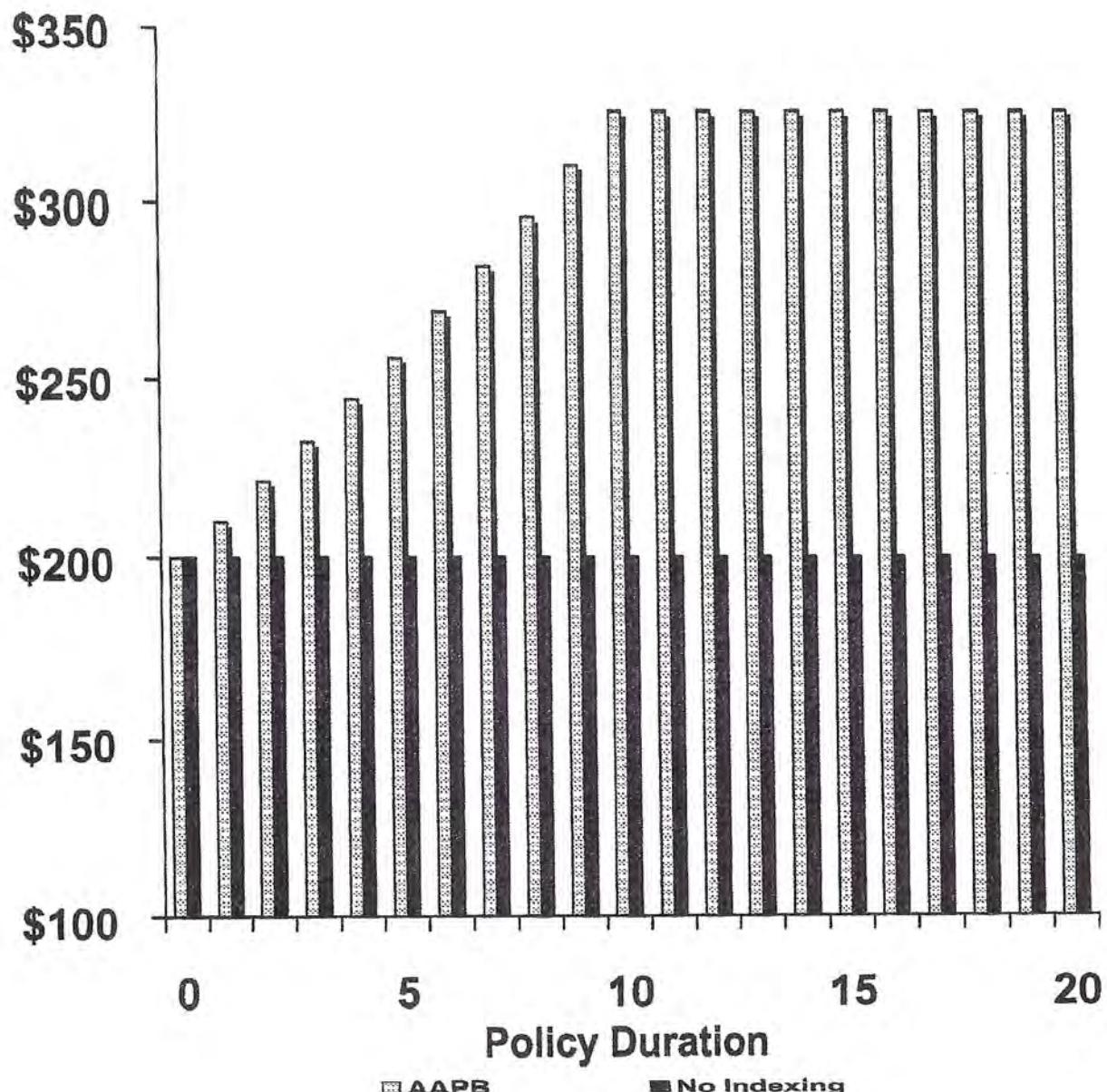
The Company will annually increase the Maximum Daily Limits and the Benefit Account Value based on 5% compounded annually. The premium will increase on each policy anniversary when coverage increases. The Insured has the option to refuse two increases while benefits are not payable. Once the Insured refuses two increases, the Insured will not have the option to increase this benefit. The increases will occur automatically once the Insured is on claim, even if the Insured has refused the increases twice as long as this benefit remains in force.

AAPB Indexing

Benefit Comparison

Age 65, 91 Day Beginning Date, 6 Year Benefit Period

Maximum Daily Limit - \$200 Nursing Home, \$100 Home Health and Adult Day Care

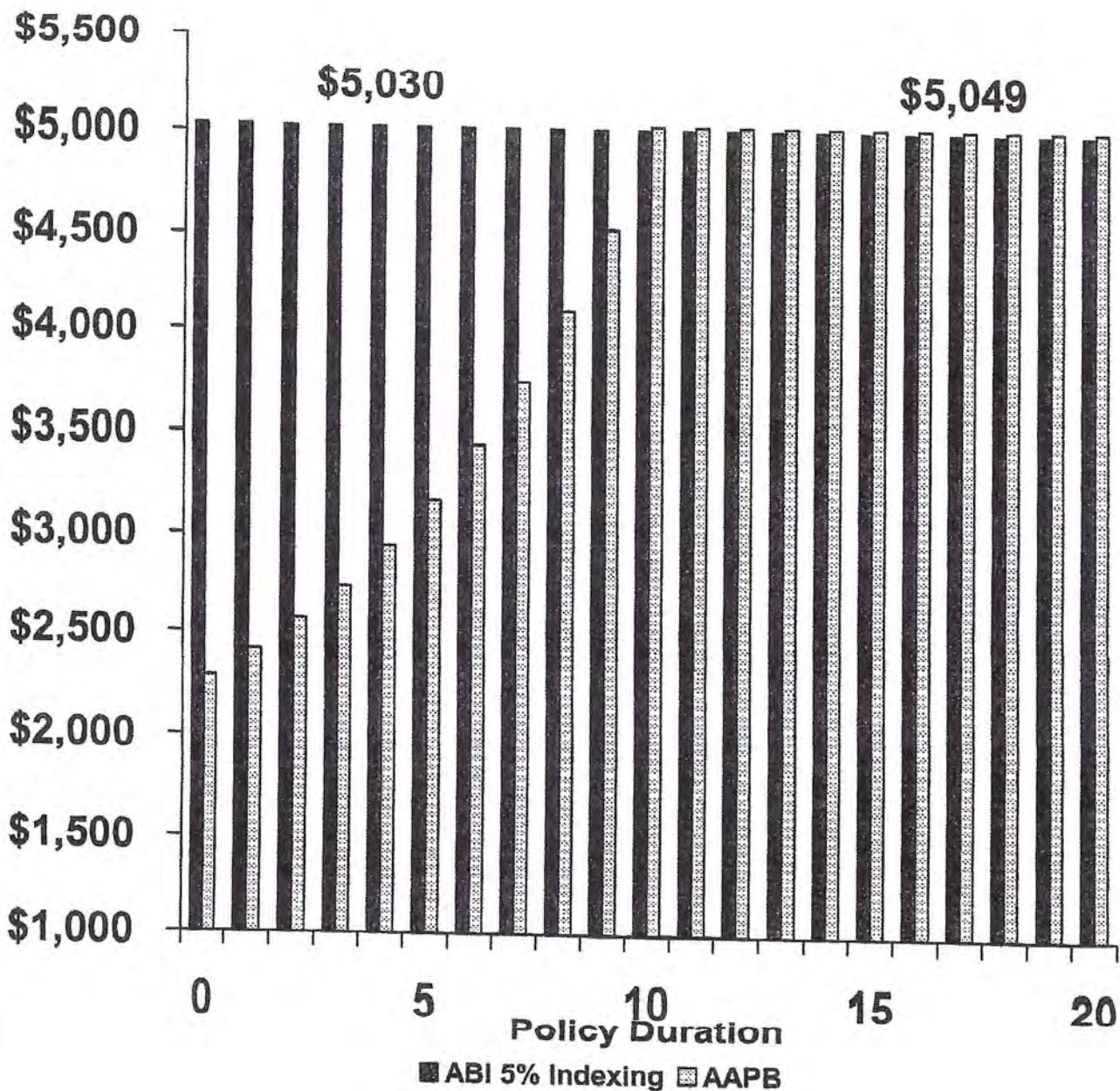


Premium Comparison

ABI vs. AAPB

Age 65, 91 Day Beginning Date, 6 Year Benefit Period

Maximum Daily Limit - \$200 Nursing Home, \$100 Home Health and Adult Day Care



(15) OFFER OF NONFORFEITURE BENEFITS

If you elect the Paid-Up Nonforfeiture Benefit, the benefit is checked in the Benefits and Premiums Section. Beginning on the third policy anniversary, the Company will provide a Nonforfeiture Benefit if any premium is unpaid at the end of the grace period.

The following example assumes an Insured, issue age 65, 91 Day Beginning Date, 6 year Benefit Period, Maximum Daily Limit - \$200 Nursing Home, \$100 Home Health and Adult Day Care, no inflation option.

Total annual premium is \$2,264 which includes the Paid-Up Nonforfeiture Benefit premium of \$226. The election of the Nonforfeiture Benefit Increases this total premium by 11%.

| <u>Age at end of policy year</u> | <u>Duration</u> | Total Premium <u>Paid</u> | Total Nonforfeiture Benefit Paid | Shortened Benefit Period |
|----------------------------------|-----------------|------------------------------|----------------------------------|--------------------------|
| 68 | 3 | \$ 6,792 | \$ 678 | 34 days |
| 75 | 10 | \$ 22,640 | \$ 2,260 | 113 days |
| 85 | 20 | \$ 45,280 | \$ 4,520 | 226 days |
| 95 | 30 | \$ 67,920 | \$ 6,780 | 340 days |

Contingent Nonforfeiture. If the premium rate for the policy goes up in the future and you have not elected to purchase an optional nonforfeiture benefit, you may be eligible for contingent nonforfeiture. Under contingent nonforfeiture, you can elect to convert to reduced paid-up long-term care coverage, or you can elect to reduce your policy benefits provided by your current coverage, without underwriting, so that the premium rate level is not increased, if there is a substantial premium increase as defined by state law and you lapse your policy by not paying your premiums within 120 days of the increase. The amount of coverage you will keep will equal the amount of premiums you have paid since the policy was issued. This amount may be further reduced if you have already received benefits under the policy. Under contingent nonforfeiture, your policy, with this reduced maximum benefit amount, will be considered "paid up" with no further premiums due.

(16) DISCLOSURE REGARDING FEDERAL TAX TREATMENT OF LONG-TERM CARE INSURANCE POLICY

The policy is intended to be a qualified long-term care contract as defined by the Internal Revenue Code of 1986, § 7702B(b). There may be tax consequences associated with the purchase of a qualified long-term care insurance contract, such as tax deductibility of premiums and the exclusion from taxable income of benefits. The prospective Insured is urged to consult with a qualified tax advisor.

(17) ADDITIONAL FEATURES

The policy is medically underwritten.

Appeals Procedure. The Insured may submit a written request for review by the Company of the denial of a benefit under the policy. The Company will send the Insured a written explanation of the Company's decision.

Reinstatement For Unintentional Lapse. The policy may be reinstated within five months after the end of the grace period if the Insured provides proof that there was a Need for Long-Term Care at the time of lapse. Satisfactory proof must be provided at the expense of the Insured. The Company will also require a written request for reinstatement, and all unpaid premiums must be paid to the Company. The policy will be reinstated as of the date of termination as if the policy had never terminated.

Claim inquiries should be directed to the Company's long-term care administration office at P. O. Box 3230, Milwaukee, Wisconsin 53201-3230, (800) 748-9493, or to your nearest general agency.